

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 and Area Development Agreement require you to resolve disputes with the Franchisor by mediation, arbitration and/or litigation only in Illinois. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Illinois than in your own state.
2. ~~**Short Operating History.** This Franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise with a longer operating history.~~
2. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all financial obligations under the Franchise Agreement and Area Development Agreement, even if your spouse has no ownership interest in the franchise. This Guaranty will place both your and your spouse's marital and personal assets (perhaps including your house) at risk if your franchise fails.
3. ~~**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.~~
5. ~~**Unregistered Trademark.** The primary trademark that you will use in your business is not federally registered. If the franchisor's right to use this trademark in your area is challenged, you may have to identify your business and its products or services with a name that differs from that used by other franchisees or the franchisor. This change can be expensive and may reduce brand recognition of the products or services you offer.~~
6. ~~**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.~~

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.

THE FRANCHISE RELATIONSHIP

Provision	Section in Franchise Agreement	Summary
k. "Transfer" by you – defined	Section 16(b)	Includes transfer of the Franchise Agreement, Franchised Business, or equity interests in you (if you are a corporate, limited liability company, partnership, or other entity).
l. Our approval of transfer by franchisee	Section 16(c)	We must approve all transfers, but will not withhold our consent if all of the requirements for the transfer are met.
m. Conditions for our approval of transfer	Section 16(c)	Transferee must meet our requirements, including sign a new franchise agreement on our then-current form for the remaining term of your Franchise Agreement. (The new franchise agreement may have materially different terms and conditions than your Franchise Agreement, and we will require the transferee to pay us a new initial franchise fee.) You must also pay a transfer fee and sign a release (subject to state law).
n. Our right of first refusal to acquire your Franchised Business	Section 17	We can match any offer for your Franchised Business or an interest in the Franchised Business, including a sale between owners or between an owner and you, or for the property upon which the Franchised Business is located.
o. Our option to purchase your Franchised Business	Section 19(e)	Upon termination or expiration of your Franchise Agreement, we have the option to purchase any or all of your approved inventory, furniture, fixtures, and equipment, supplies, signs, and branded items at fair market value.
p. Your death or disability	Section 16(c)(2)	Your heirs can assume your rights, but if they do, they must meet the transfer requirements (unless the heir or personal representative assigns these rights within 120 days of the death or disability, then the transferee must meet the transfer requirements).
q. Non-competition covenants during the term of the franchise	Section 15(a)(1)	No involvement in a business, school, center, clinic, program, virtual or telehealth provider, or other venture that provides behavioral therapy services to individuals with developmental disabilities, including Applied Behavior Analysis (ABA) therapy, speech therapy, occupational therapy, and parental and school training (subject to applicable state law) .

THE FRANCHISE RELATIONSHIP

Provision	Section in Franchise Agreement	Summary
r. Non-competition covenants after the franchise is terminated or expires	Section 15(a)(2)	For 2 years, no involvement in or lease to any business, school, center, clinic, program, virtual or telehealth provider, or other venture that provides behavioral therapy services to individuals with developmental disabilities, including Applied Behavior Analysis (ABA) therapy, speech therapy, occupational therapy, and parental and school training, and that is located in your Protected Area, a radius of 10 miles from the Protected Area, or a radius of 10 miles from any other Autism Care Therapy business, or with respect to virtual/telehealth providers, from where you office and provide services and where the patient is located (subject to applicable state law) .
s. Modification of the agreement	Section 23(h)	No modifications without consent by all parties, but our manuals are subject to change.
t. Integration/merger clause	Section 23(l)	Only the terms of the Franchise Agreement and other written agreements are binding (subject to state law). Any representations or promises outside of this Disclosure Document and the Franchise Agreement may not be enforceable. Notwithstanding the foregoing, nothing in any agreement is intended to disclaim the express representations made in this Disclosure Document, its exhibits, and amendments.
u. Dispute resolution by arbitration or mediation	Section 20	Except for certain disputes, all disputes must be first mediated, and if not settled by mediation, are then subject to arbitration.
v. Choice of forum	Section 20(c)	Subject to state law, forum will be in Illinois.
w. Choice of law	Section 23(b)	Subject to state law, Illinois law applies.

Area Development Agreement

Provision	Section in Area Development Agreement	Summary
a. Length of the franchise term	Section 5(a)	Expires on date when last Franchised Business under the Development Schedule opens, or should have opened, for business, or the Area Development Agreement is terminated (subject to state law).

Provision	Section in Area Development Agreement	Summary
m. Conditions for our approval of transfer	Section 4(b)	You must sign our then-current form of area development agreement (the new area development agreement may have materially different terms and conditions than your Area Development Agreement), sign a general release, subordinate claims, and pay a transfer fee.
n. Our right of first refusal to acquire your Franchised Business	Not Applicable	Not Applicable
o. Our option to purchase your Franchised Business	Not Applicable	Not Applicable
p. Your death or disability	Not Applicable	Not Applicable
q. Non-competition covenants during the term of the franchise	Section 5	No involvement in or licensing of a business, school, center, clinic, program, virtual or telehealth provider, or other venture that provides behavioral therapy services to individuals with developmental disabilities, including Applied Behavior Analysis (ABA) therapy, speech therapy, occupational therapy, and parental and school training (subject to applicable state law) .
r. Non-competition covenants after the franchise is terminated or expires	Section 5	For 2 years, no involvement in or licensing of a business, school, center, clinic, program, virtual or telehealth provider, or other venture that provides behavioral therapy services to individuals with developmental disabilities, including Applied Behavior Analysis (ABA) therapy, speech therapy, occupational therapy, and parental and school training, and that is located, or to be located, in your Development Territory (subject to applicable state law) .
s. Modification of the agreement	Section 7(j)	No modifications without consent by all parties, but our manuals are subject to change.
t. Integration/merger clause	Section 7(n)	Only the terms of the Area Development Agreement and other written agreements are binding (subject to state law). Any representation or promises made outside of this Disclosure Document and Area Development Agreement may not be enforceable. Notwithstanding the foregoing, nothing in any agreement is intended to disclaim the express representations made in this Disclosure Document, its exhibits, and amendments.
u. Dispute resolution by arbitration or mediation	Section 7(d)	Except for certain disputes, all disputes must be first mediated, and if not settled by mediation, are then subject to arbitration.

RECEIPT

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 ACT Franchising Corporation offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. Michigan requires that ACT Franchising Corporation gives you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or payment of any consideration, whichever occurs first. New York requires that ACT Franchising Corporation gives you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. If ACT Franchising Corporation 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 B.

The franchisor is ACT Franchising Corporation, 44 West Roosevelt Road, Lombard, Illinois 60148. Its telephone number is (855) 5-AUTISM. The name, principal business address, and telephone number of each franchise seller offering the franchise is:

- Shaden Kassar, 44 West Roosevelt Road, Lombard, Illinois 60148, (855) 5-AUTISM
- Christopher Pena, 44 West Roosevelt Road, Lombard, Illinois 60148, (855) 5-AUTISM
- Laura Bradbury, 44 West Roosevelt Road, Lombard, Illinois 60148, (855) 5-AUTISM
- Gayle Diane Longmore-Jones, 207 San Jacinto Blvd, Suite 301, Austin, Texas 78701 (512) 639-3898

Issuance Date: April 20, 2026

ACT Franchising Corporation authorizes the respective parties identified on Exhibit B to receive service of process for us in the particular state.

I have received a Disclosure Document with an Issuance Date of April 20, 2026, that included the following Exhibits:

- Exhibit A State Specific Addenda to Disclosure Document
- Exhibit B List of State Agencies and Agents for Service of Process
- Exhibit C Table of Contents of Operations Manual
- Exhibit D List of ACT Businesses
- Exhibit E Financial Statements
- Exhibit F Franchise Agreement, Statement of Ownership and Management, Guaranty, Transfer Form, General Release, Lease Rider, and State Specific Addenda to Franchise Agreement
- Exhibit G Area Development Agreement, Statement of Ownership and Management, Guaranty, Transfer Form, General Release, and State Specific Addenda to Area Development Agreement
- Exhibit H Business Associate Agreement
- Exhibit I Records Custodial Agreement
- Exhibit J Electronic Transfer of Funds Authorization
- Exhibit K Franchisee Questionnaire

Indicate the date on which you received this Disclosure Document, sign, indicate the date you signed this Receipt, and promptly return one completed copy of the Receipt to ACT Franchising Corporation, at 44 West Roosevelt Road, Lombard, Illinois 60148. Keep the second copy of the Receipt for your records.

Date Disclosure Document Received

Prospective Franchisee's Signature

Date Receipt Signed

Print Name

4937-7697-7804, v. [810](#)

Address